

1. Floating Rate Single Disbursement Notes.

Subject to the conditions and limitations set forth in Section 7 below, unless otherwise agreed to by all parties, each Single Disbursement Note that is a Floating Rate Note must be in one of the following forms:

- | | | |
|-------------|---|--|
| Exhibit D-1 | - | General Form -- Comprehensive Long Term Credits: for all Floating Rate Notes issued by any Borrower located in a L/T Single Disbursement Note Jurisdiction to evidence its obligations under a Long Term Credit guaranteed by a Comprehensive Guarantee. |
| Exhibit D-2 | - | General Form -- Political Risk Long Term Credits and all Medium Term Credits: for all Floating Rate Notes issued by any Borrower to evidence its obligations under either (a) a Long Term Credit guaranteed by a Political Risk Guarantee or (b) any Medium Term Credit. |

2. Floating Rate Global and Tranche Notes.

Subject to the conditions and limitations set forth in Section 7 below, unless otherwise agreed to by all parties, each Global Note or Tranche Note that is a Floating Rate Note must be in one of the following forms:

- | | | |
|-------------|---|--|
| Exhibit D-1 | - | General Form -- Comprehensive Long Term Credits: for all Floating Rate Notes issued by any Borrower to evidence its obligations under a Long Term Credit guaranteed by a Comprehensive Guarantee. |
| Exhibit D-3 | - | General Form -- Political Risk Long Term Credits and all Medium Term Credits: for all Floating Rate Notes issued by any Borrower to evidence its obligations under either (a) a Long Term Credit guaranteed by a Political Risk Guarantee or (b) any Medium Term Credit. |

3. Floating Rate Serial Notes.

Subject to the conditions and limitations set forth in Section 7 below, unless otherwise agreed to by all parties, each Serial Note that is a Floating Rate Note must be in the form of Exhibit D-4 of this Annex D.

4. Fixed Rate Single Disbursement Notes.

Subject to the conditions and limitations set forth in Section 7 below, unless otherwise agreed to by all parties, each Single Disbursement Note that is a Fixed Rate Note must be in one of the following

forms:

- Exhibit D-5 - General Form -- Comprehensive Long Term Credits: for all Fixed Rate Notes issued by any Borrower located in a L/T Single Disbursement Note Jurisdiction to evidence its obligations under a Long Term Credit guaranteed by a Comprehensive Guarantee.
- Exhibit D-6 - General Form -- Long Term Political Risk Credits and all Medium Term Credits: for all Fixed Rate Notes issued by any Borrower to evidence its obligations under either (a) a Long Term Credit guaranteed by a Political Risk Guarantee or (b) any Medium Term Credit.

5. Fixed Rate Global and Tranche Notes.

Subject to the conditions and limitations set forth in Section 7 below, unless otherwise agreed to by all parties, each Global Note or Tranche Note that is a Fixed Rate Note must be in one of the following forms:

- Exhibit D-5 - General Form -- Comprehensive Long Term Credits: for all Fixed Rate Notes issued by any Borrower to evidence its obligations under a Long Term Credit guaranteed by a Comprehensive Guarantee.
- Exhibit D-7 - General Form -- Political Risk Long Term Credits and all Medium Term Credits: for all Fixed Rate Notes issued by any Borrower to evidence its obligations under either (a) a Long Term Credit guaranteed by a Political Risk Guarantee or (b) any Medium Term Credit.

6. Fixed Rate Serial Notes.

Subject to the conditions and limitations set forth in Section 7 below, unless otherwise agreed to by all parties, each Serial Note that is a Fixed Rate Note must be in the form of Exhibit D-8 of this Annex D.

7. Conditions and Limitations.

The issuance of Notes by a Borrower in each of the countries listed below is subject to the conditions and limitations specified below:

- | | |
|----------------------------------|---|
| Argentine Republic: ¹ | (1) Subject to the right of Eximbank to require use of special note forms and supporting documentation at a future date (either by amendment of this Agreement or by a special condition in the Eximbank Approval for a Transaction), no special note forms are required. |
|----------------------------------|---|

¹Eximbank is currently evaluating the need to require use of special forms and supporting documentation for transactions in Argentina.

Federative Rep. of Brazil: ²	(1)	Subject to the right of Eximbank to require use of special note forms and supporting documentation at a future date (either by amendment of this Agreement or by a special condition in the Eximbank Approval for a Transaction), no special note forms are required.
Republic of India: ³	(1)	Subject to the right of Eximbank to require use of special note forms and supporting documentation at a future date (either by amendment of this Agreement or by a special condition in the Eximbank Approval for a Transaction), no special note forms are required.
United Mexican States: ⁴	(1)	Unless otherwise agreed to by all parties, Single Disbursement Notes must be issued to evidence all obligations (including obligations under Long Term Credits).
	(2)	Special Mexico Note forms, each in form and substance satisfactory to Eximbank, must be used for each (a) public sector Floating Rate Single Disbursement Note, (b) private sector Floating Rate Single Disbursement Note, (c) public sector Fixed Rate Single Disbursement Note and (d) private sector Fixed Rate Single Disbursement Note.
	(3)	Global Notes and Tranche Notes may not be issued.
	(4)	A new Note accompanied by a new guarantee by the Guarantor (if any), must be issued each time the parties desire to renew or extend the obligation evidenced by any Note.
	(5)	Unless otherwise authorized by Eximbank, Eximbank's Guarantee Legend may not be endorsed on any Note and the Guarantee of Eximbank with respect to any Note can only be evidenced by a Guaranteed Note Certificate.

²Eximbank is currently evaluating the need to require use of special forms and supporting documentation for transactions in Brazil.

³Eximbank is currently evaluating the need to require use of special forms and supporting documentation for transactions in India. In addition, note that Eximbank has been advised that there may be stamp tax implications to the execution of promissory notes in India. Advice of local counsel on this issue should be obtained.

⁴The special forms that have been designed for use in transactions with Borrowers in Mexico are needed, and the use of Global and Tranche Notes and endorsement of Guarantee Legends are prohibited, due to the same concerns as stated in the footnote above with respect to limitations and conditions applicable to Brazil.

Russian Federation: ⁵	(1)	Special Russia Note forms, each in form and substance satisfactory to Eximbank, must be used for each (a) Floating Rate Single Disbursement Note, (b) Floating Rate Global or Tranche Note, (c) Fixed Rate Single Disbursement Note and (d) Fixed Rate Global or Tranche Note.
Republic of Venezuela: ⁶	(1)	Unless otherwise agreed to by all parties, Serial Notes must be issued to evidence all obligations.
	(2)	Single Disbursement Notes, Global Notes and Tranche Notes may not be issued.
	(3)	Special Venezuela Note forms, each in form and substance satisfactory to Eximbank, must be used for each (a) Floating Rate Serial Note and (b) Fixed Rate Serial Note.
	(4)	Unless otherwise authorized by Eximbank, Eximbank's Guarantee Legend may not be endorsed on any Note and the Guarantee of Eximbank with respect to any Note can only be evidenced by a Guaranteed Note Certificate.

⁵The special Russia form of notes are identical to the general note forms, except that they must use the heading and all other references to "Promissory Note" must be replaced by references to "Debt Instrument" in order to avoid certain taxes.

⁶The special forms that have been designed for use in transactions with Borrowers in Venezuela are needed, and the use of Global and Tranche Notes and endorsement of Guarantee Legends are prohibited, due to the same concerns as stated in the footnote above with respect to limitations and conditions applicable to Brazil.

FORM OF FLOATING RATE SINGLE DISBURSEMENT,
GLOBAL AND TRANCHE NOTES (GENERAL FORM -
COMPREHENSIVE LONG TERM CREDITS)

Annex D
Exhibit D-1

[This is a standard form of floating interest rate Single Disbursement Note, Global Note and Tranche Note for Long Term Credits guaranteed by a Comprehensive Guarantee, issued by a Borrower located in all countries other than those specified in Section 7 of Annex D.]

[BORROWER]

PROMISSORY NOTE¹

US\$ _____, 19__

FOR VALUE RECEIVED, [name and address of the Borrower] (the "Maker")² by this promissory note (this "Note") hereby unconditionally promises to pay to the order of [name of the Lender] (the "Lender") at [name and address of a banking institution in United States that is authorized to accept deposits] the principal sum of _____ United States Dollars [and _____ cents] (US\$ _____) in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, as hereinafter provided, at the rate of _____ percent (____%) per annum above [the base rate provided for in the Credit Agreement, e.g., LIBOR, prime, etc.] [Beginning on the Eximbank Claim Payment Date (hereinafter defined), the definition of Special LIBOR shall apply for all purposes, including, without limitation, the fifth paragraph hereof, in place of the definition of LIBOR.]³ All capitalized terms not defined herein have the meanings assigned to them in the Credit Agreement (hereinafter defined).

The principal hereof shall be paid in _____ (____) installments, the first of which shall be in the sum of _____ U.S. Dollars [and _____ cents] (US\$ _____) and shall be due and payable on _____ 15, 19__. The remaining installments shall each be in the sum of _____ U.S. Dollars [and _____ cents] (US\$ _____) and shall be due and payable semi-annually thereafter on _____ 15 and _____ 15 of each year (each, a "Payment Date"), provided that, on the last Payment Date, the Maker shall repay in full the principal amount hereof then outstanding.

¹Do not consolidate or otherwise move around the paragraphs in this Note. Specific provisions of this Note are identified in the Eximbank Guarantee Agreement by the paragraphs in which such provisions appear.

²For the avoidance of any doubt, the Borrower and the Maker referred to in this Note are the same Person.

³Include the bracketed language only in Notes for which the Lender has elected the Accelerated Payment Method in accordance with the Agreement. If not applicable, delete bracketed language here and delete the words "Eximbank Claim Payment Date" from the fifth paragraph because that defined term will not be needed.

Interest on this Note is due and payable on each Payment Date, beginning on _____, 19___. Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.

In the event that any amount of the principal hereof or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to the Lender on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full at an interest rate per annum equal to (x) ___% per annum above the interest rate then applicable under the first paragraph hereof until the end of the then current Interest Period, and (y) thereafter ___% per annum above the [the Lender to specify rate].

Notwithstanding the fourth paragraph hereof, beginning on the date on which Eximbank shall have made a claim payment to the Lender under the Master Guarantee Agreement (the "Eximbank Claim Payment Date"), in the event any amount of principal of or accrued interest on this Note owing to Eximbank is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to Eximbank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the interest rate then applicable under the first paragraph hereof.

This is one of the Notes referenced in Section 5.06 of the Credit Agreement dated as of _____, 19__ (the "Credit Agreement") by and among the Maker, the Lender and the Export-Import Bank of the United States. This Note is entitled to the benefits of, and is governed in all respects by, the terms of the Credit Agreement, which Credit Agreement, among other things, contains provisions for the payment of principal and interest (including default interest) hereon without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the Government of [the Borrower's Country], restrictions and conditions of whatever nature, and for acceleration of the maturity hereof upon the happening of certain stated events. The principal amount hereof may be prepaid in accordance with terms of the Credit Agreement. All payments received hereunder shall be applied in accordance with the order of priority set forth in Section 8.02 of the Credit Agreement.

The Maker hereby waives demand, diligence, presentment, protest and notice of every kind, and warrants to the holder that all action and approvals required for the execution and delivery hereof as a legal, valid and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,
THE LAW OF THE STATE OF NEW YORK, U.S.A.

[MAKER]

By: _____
(Signature)⁴

Name: _____
(Print)

Title: _____
(Print)

Promissory Note No. _____

⁴Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

[GUARANTEE]

FOR VALUE RECEIVED, the undersigned, as primary obligor, hereby unconditionally and irrevocably guarantees the full, prompt and complete payment when due (whether at scheduled maturity, by reason of acceleration or otherwise) of the principal of and the interest on the foregoing promissory note, and hereby waives acceptance, diligence, presentment, demand, protest or notice of any kind whatsoever (including notice of default or non-payment), as well as any requirements that the holder exhaust any right or take any action against the maker of the foregoing promissory note, and hereby consents to any extension of time or renewal or other modification thereof. This is a continuing, absolute and unconditional guarantee of payment and not merely of collection[, for which the full faith and credit of _____ is pledged]⁵. To the extent permitted by applicable law, the undersigned hereby waives all defenses of a surety or guarantor to which it may be entitled by statute or otherwise.

This Guarantee is issued pursuant to the terms of the Credit Agreement, and is subject to the terms and is entitled to the benefits thereof.

[GUARANTOR]

By _____
(Signature)

Name _____
(Print)

Title _____]

⁵Only use if the Guarantor is a sovereign entity.

FORM OF FLOATING RATE SINGLE DISBURSEMENT NOTE
(GENERAL FORM - POLITICAL RISK LONG TERM
CREDITS AND ALL MEDIUM TERM CREDITS)

Annex D
Exhibit D-2

[This is a standard form of floating interest rate Single Disbursement Note for Long Term Credits guaranteed by a Political Risk Guarantee and all Medium Term Credits, issued by a Borrower located in all countries other than those specified in Section 7 of Annex D.]

[BORROWER]

PROMISSORY NOTE¹

US\$ _____, 19__

FOR VALUE RECEIVED, [name and address of the Borrower] (the “Maker”)² by this promissory note (this “Note”) hereby unconditionally promises to pay to the order of [Lender] (the “Lender”) at [name and address of a banking institution in United States that is authorized to accept deposits] the principal sum of _____ United States Dollars [and _____ cents] (US\$ _____) in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, as hereinafter provided, at the rate of _____ percent (___ %) per annum above LIBOR³ (as hereinafter defined); *provided* that, beginning on the [first]⁴ Eximbank Claim Payment Date (as hereinafter defined) [to occur after a Full Assignment (as hereinafter defined)]⁵, the definition of Special LIBOR shall apply for all purposes, including, without limitation, the [sixth] paragraph hereof, in place of the definition of LIBOR.⁶

For purposes of this Note, (a) “LIBOR” shall mean, in relation to any Interest Period (as

¹Do not consolidate or otherwise move around the paragraphs in this Note. Specific provisions of this Note are identified in the Agreement by the paragraphs in which such provisions appear.

²For the avoidance of any doubt, the Borrower and the Maker referred to in this Note form are the same Person.

³If the relevant Eximbank Approval provides for the use of an alternative Reference Rate (*i.e.*, “Treasury”, “Prime”, etc.) in place of a rate based on the London Interbank Offered Rate then all references to LIBOR in this Note should instead refer to such alternative Reference Rate and the second paragraph of the Note should be modified to define the alternative interest rate basis term.

⁴The bracketed text is only to be used for Political Risk Guarantee transactions.

⁵The bracketed text is only to be used for Political Risk Guarantee transactions.

⁶All references to Special LIBOR remain even if the relevant Eximbank Approval provides for use of an alternative Reference Rate in place of LIBOR as defined in the Agreement.

hereinafter defined), the rate of interest per annum (rounded upward, if necessary, to the nearest one-sixteenth of one percent ($\frac{1}{16}$ of 1%)) quoted by the principal London office of the Lender or an affiliate of the Lender designated by the Lender at approximately 11:00 a.m. (London time) two Business Days (as hereinafter defined) prior to the first day of such Interest Period for the offering to leading banks in the London interbank market of United States Dollar deposits for a period and in an amount comparable to such Interest Period and the principal amount upon which interest is to be paid during such Interest Period;⁷ (b) "Special LIBOR" shall mean, with respect to any Interest Period, the rate of interest per annum specified as the Dollar LIBOR Interbank fixing rate in the Financial Times under the table entitled "Money Rates", in effect on the day two Business Days prior to the first day of the relevant Interest Period for a term similar to the term of such Interest Period; *provided* that if no rate is specified for such day, the applicable rate shall be the rate specified for the immediately preceding day for which a rate is specified, and if more than one rate is specified, the applicable rate shall be the highest of all such rates; (c) "Interest Period" shall mean (i) the period commencing on _____ (the "Disbursement Date") and extending up to, but not including, the next Payment Date (as hereinafter defined); *provided*, however, that if the Disbursement Date is within sixty (60) days of such Payment Date⁸, the Interest Period shall end on the next succeeding Payment Date; and (ii) thereafter the period commencing on each Payment Date and extending up to, but not including, the next Payment Date; [and] (d) ["Full Assignment" shall mean the date on which this Note is assigned to Eximbank (as hereinafter defined) and (e)]⁹ "Business Day" shall mean any day [on which dealings in Dollar deposits are carried on in the London interbank market and] on which the Federal Reserve Bank of New York [and commercial banks in London and New York City are]/[is] open for domestic and foreign exchange business.¹⁰

The principal hereof shall be paid in _____ (_____) installments, the first of which shall be in the sum of _____ U.S. Dollars [and _____ cents] (US\$_____) and shall be due and payable on _____ 15, 19___. The remaining installments shall each be in the sum of _____ U.S. Dollars [and _____ cents] (US\$_____) and shall be due and payable semi-annually thereafter on _____ 15 and _____ 15 of each year (each, a "Payment Date"), *provided* that, on the last Payment Date, the Maker shall repay in full the principal amount hereof then outstanding.

Interest on this Note is due and payable on each Payment Date, beginning on _____ 15, 19___. Interest will be calculated on the basis of the actual number of days elapsed (including the

⁷If the relevant Eximbank Approval provides for the use of an alternative Reference Rate based on the London Interbank Offered Rate but using a different definition of LIBOR, then this definition should be modified to reflect that definition.

⁸If the Lender and a Borrower agree on a longer or shorter billing cycle and this is agreed to by Eximbank and specified in the relevant Eximbank Approval, then such alternative billing cycle period should be specified here.

⁹The bracketed text (and the previously bracketed word "and") is only to be used for Political Risk Guarantee transactions.

¹⁰The bracketed text is only to be used if the Reference Rate is a "LIBOR" based rate. The Lender is permitted to use an alternative definition of Business Day if it is accepted in writing by Eximbank.

first day, but excluding the last day) over a year of 360 days.¹¹

[In the event that any amount of the principal hereof or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to the Lender on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full at an interest rate per annum equal to (x) _____ percent (___%) per annum above the interest rate then applicable under the first paragraph hereof until the end of the then current Interest Period, and (y) thereafter _____ percent (___%) per annum above the [the Lender to specify rate].]¹²

[Notwithstanding the fifth paragraph hereof,] beginning on the date (the “Eximbank Claim Payment Date”) on which the Export-Import Bank of the United States (“Eximbank”) shall have made a claim payment to the Lender under the Master Guarantee Agreement, dated as of _____, 19__ between the Lender and Eximbank (the “Master Guarantee Agreement”) [as supplemented by the Master Guarantee Agreement Supplement (Political Risk Guarantees), dated as of _____, 19__ between the Lender and Eximbank]¹³, in the event any amount of principal of or accrued interest on this Note owing to Eximbank is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to Eximbank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the interest rate otherwise then applicable under the first paragraph hereof.

All payments received hereunder shall be applied in the manner and order of priority determined by the Lender in its sole discretion.

Whenever any payment falls due on a day which is not a Business Day, the due date for payment shall be extended to the next following Business Day.

All payments to be made by the Maker under this Note shall be made in United States Dollars in immediately available and freely transferable funds no later than 11:00 A.M. (New York City time) on the date on which due, without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the Government of [the Borrower's Country], restrictions or conditions of whatever nature.

The Maker may from time to time prepay on any Payment Date all or part of the principal amount of this Note, *provided that*: (a) any partial prepayment shall be in a minimum principal amount

¹¹If the relevant Eximbank Approval provides for a day count basis of actual/365 days or 30/360 days instead of actual/360 days (as permitted by Section 10.03 of the Agreement), modify this reference.

¹²The Lender has the option to either delete this paragraph or to provide alternative language which, if acceptable to Eximbank, may be used.

¹³The bracketed text is only to be used for Political Risk Guarantee transactions.

of [the Lender to specify amount in US\$]; (b) the Maker shall have given the Lender and Eximbank at least ten (10) days' prior written notice of the prepayment (which notice shall be irrevocable); and (c) the Maker shall have paid in full all amounts due under this Note as of the date of such prepayment, including interest on the amount prepaid which has accrued to the date of prepayment. Prepayments shall be applied to the installments of principal of this Note in the inverse order of their maturity, and, in cases where more than one promissory note of the Maker is outstanding, pro rata to each such promissory note.¹⁴

Upon default in the prompt and full payment of any installment of principal hereof or the interest on this Note, the entire outstanding principal amount hereof and interest on the Note to the date of payment shall immediately become due and payable at the option and upon the demand of [Eximbank][the holder hereof].¹⁵

The Maker hereby waives demand, diligence, presentment, protest and notice of every kind, and warrants to the holder that all action and approvals required for the execution and delivery hereof as a legal, valid and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained. The failure of the holder hereof or of Eximbank to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance.

To the maximum extent permitted by law, the Maker agrees to pay on demand all costs and expenses of the Lender or Eximbank that are incurred in connection with the enforcement of this Note, including, but not limited to, reasonable attorneys' fees and expenses related thereto.

¹⁴Alternative language provided by the Lender which is acceptable to Eximbank may be used in this paragraph.

¹⁵If the Guarantee of the Note is a Comprehensive Guarantee, then provide that Eximbank has the sole right to accelerate. If the Guarantee of the Note is a Political Risk Guarantee, then provide that the holder of the Note has the sole right to accelerate.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,
THE LAW OF THE STATE OF NEW YORK, U.S.A.¹⁶

[BORROWER]

By _____
(Signature)¹⁷

Name _____
(Print)

Title _____
(Print)

Promissory Note No. _____

¹⁶If the Note is in a face amount of US\$250,000.00 or less, it may be governed by the laws of the District of Columbia if the Lender prefers.

¹⁷Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

[GUARANTEE]

FOR VALUE RECEIVED, the undersigned, as primary obligor, hereby unconditionally and irrevocably guarantees the full, prompt and complete payment when due (whether at scheduled maturity, by reason of acceleration or otherwise) of the principal of and interest on the foregoing promissory note, and hereby waives acceptance, diligence, presentment, demand, protest or notice of any kind whatsoever (including notice of default or non-payment), as well as any requirement that the holder exhaust any right or take any action against the maker of the foregoing promissory note, and hereby consents to any extension of time or renewal or other modification thereof. This is a continuing, absolute and unconditional guarantee of payment and not merely of collection[, for which the full faith and credit of _____ is pledged]¹⁸. To the maximum extent permitted by applicable law, the undersigned hereby waives all defenses of a surety or guarantor to which it might be entitled by statute or otherwise.

[GUARANTOR]

By _____
(Signature)¹⁹

Name _____
(Print)

Title _____
(Print)]

¹⁸Only use if the Guarantor is a sovereign entity.

¹⁹Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

FORM OF FLOATING RATE GLOBAL AND TRANCHE NOTES
(GENERAL FORM - POLITICAL RISK LONG TERM
CREDITS AND ALL MEDIUM TERM CREDITS)

Annex D
Exhibit D-3

[This is a standard form of floating interest rate Global Note and Tranche Note for Long Term Credits guaranteed by a Political Risk Guarantee and all Medium Term Credits, issued by a Borrower located in all countries other than those specified in Section 7 of Annex D.]

[BORROWER]

PROMISSORY NOTE¹

US\$ _____, 19__

FOR VALUE RECEIVED, [name and address of the Borrower] (the “Maker”) by this promissory note (this “Note”) hereby unconditionally promises to pay to the order of [Lender] (the “Lender”) at [name and address of a banking institution in United States that is authorized to accept deposits] the principal sum of _____ United States Dollars [and _____ cents] (US\$ _____) or such lesser amount as shall be advanced by the Lender to the Maker and evidenced hereby as set forth on the grid attached hereto as Schedule 1, in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, as hereinafter provided, at the rate of _____ percent (____ %) per annum above LIBOR² (as hereinafter defined); *provided* that, beginning on the [first]³ Eximbank Claim Payment Date (hereinafter defined) [to occur after a Full Assignment (as hereinafter defined)]⁴, the definition of Special LIBOR shall apply for all purposes, including, without limitation, the [fifth] paragraph hereof, in place of the definition of LIBOR.⁵

For purposes of this Note, (a) “LIBOR” shall mean, in relation to any Interest Period (as hereinafter defined), the rate of interest per annum (rounded upward, if necessary, to the nearest one-sixteenth of one percent ($1/16$ of 1%)) quoted by the principal London office of the Lender or an affiliate

¹Do not consolidate or otherwise move around the paragraphs in this Note. Specific provisions of this Note are identified in the Agreement by the paragraphs in which such provisions appear.

²If the relevant Eximbank Approval provides for the use of an alternative Reference Rate (*i.e.*, “Treasury”, “Prime”, etc.) in place of a rate based on the London Interbank Offered Rate then all references to LIBOR in this Note should instead refer to such alternative Reference Rate and the second paragraph of the Note should be modified to define the alternative interest rate basis term.

³The bracketed text is only to be used for Political Risk Guarantee transactions.

⁴The bracketed text is only to be used for Political Risk Guarantee transactions.

⁵All references to Special LIBOR remain even if the relevant Eximbank Approval provides for use of an alternative Reference Rate in place of LIBOR as defined in the Agreement.

of the Lender designated by the Lender at approximately 11:00 a.m. (London time) two Business Days (as hereinafter defined) prior to the first day of such Interest Period for the offering to leading banks in the London interbank market of United States Dollar deposits for a period and in an amount comparable to such Interest Period and the principal amount upon which interest is to be paid during such Interest Period;⁶ (b) “Special LIBOR” shall mean, with respect to any Interest Period, the rate of interest per annum specified as the Dollar LIBOR Interbank fixing rate in the Financial Times under the table entitled “Money Rates”, in effect on the day two Business Days prior to the first day of the relevant Interest Period for a term similar to the term of such Interest Period; *provided* that if no rate is specified for such day, the applicable rate shall be the rate specified for the immediately preceding day for which a rate is specified, and if more than one rate is specified, the applicable rate shall be the highest of all such rates; (c) “Interest Period” shall mean, with respect to any amount of principal advanced, (i) the period commencing on the relevant Disbursement Date listed on the first column of Schedule 1 with respect to such amount and extending up to, but not including, the next Payment Date (as hereinafter defined); *provided*, however, that if such Disbursement Date is within sixty (60) days of such Payment Date⁷, the Interest Period shall end on the next succeeding Payment Date; and (ii) thereafter the period commencing on each Payment Date and extending up to, but not including, the next Payment Date; [and] (d) [“Full Assignment” shall mean the date on which this Note is assigned to Eximbank (as hereinafter defined) and (e)]⁸ “Business Day” shall mean any day [on which dealings in Dollar deposits are carried on in the London interbank market and] on which the Federal Reserve Bank of New York [and commercial banks in London and New York City are]/[is] open for domestic and foreign exchange business.⁹

The principal hereof shall be due and payable semi-annually on _____ 15 and _____ 15 of each year (each, a “Payment Date”), beginning on the first such Payment Date set forth in Schedule 2 hereto. Each payment of principal shall be in the percentage amounts set forth in such Schedule 2 hereto as hereinafter provided. Interest on the amount of said principal amount remaining unpaid from time to time is due and payable on each Payment Date of each year, beginning on _____ 15, 19__ and thereafter so long as any principal hereof remains outstanding. Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.¹⁰

⁶If the relevant Eximbank Approval provides for the use of an alternative Reference Rate based on the London Interbank Offered Rate but using a different definition of LIBOR, then this definition should be modified to reflect that definition.

⁷If the Lender and a Borrower agree on a longer or shorter billing cycle and this is agreed to by Eximbank and specified in the relevant Eximbank Approval, then such alternative billing cycle period should be specified here.

⁸The bracketed text (and the previously bracketed word “and”) is only to be used for Political Risk Guarantee transactions.

⁹The bracketed text is only to be used if the Reference Rate is a “LIBOR” based rate. The Lender is permitted to use an alternative definition of Business Day if it is accepted in writing by Eximbank.

¹⁰If the relevant Eximbank Approval provides for a day count basis of actual/365 days or 30/360 days instead of actual/360 days (as permitted by Section 10.03 of the Agreement), modify this reference.

[In the event that any amount of the principal hereof or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to the Lender on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full at an interest rate per annum equal to (x) _____ percent (___%) per annum above the interest rate then applicable under first paragraph hereof until the end of the then current Interest Period, and (y) thereafter _____ percent (___%) per annum above the [the Lender to specify rate].]¹¹

[Notwithstanding the fourth paragraph hereof,] beginning on the date (the “Eximbank Claim Payment Date”) on which the Export-Import Bank of the United States (“Eximbank”) shall have made a claim payment to the Lender under the Master Guarantee Agreement, dated as of _____, 19__ between the Lender and Eximbank (the “Master Guarantee Agreement”)[as supplemented by the Master Guarantee Agreement Supplement (Political Risk Guarantees), dated as of _____, 19__ between the Lender and Eximbank]¹², in the event any amount of principal of or accrued interest on this Note owing to Eximbank is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to Eximbank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the interest rate otherwise then applicable under the first paragraph hereof.

All payments received hereunder shall be applied in the manner and order of priority determined by the Lender in its sole discretion.

Whenever any payment falls due on a day which is not a Business Day, the due date for payment shall be extended to the next following Business Day.

All payments to be made by the Maker under this Note shall be made in United States Dollars in immediately available and freely transferable funds no later than 11:00 A.M. (New York City time) on the date on which due, without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the Government of [the Borrower's Country], restrictions or conditions of whatever nature.

The Maker may from time to time prepay on any Payment Date all or part of the principal amount of this Note, *provided* that: (a) any partial prepayment shall be in a minimum principal amount of [the Lender to specify amount in US\$]; (b) the Maker shall have given the Lender and Eximbank at least ten (10) days' prior written notice of the prepayment (which notice shall be irrevocable); and (c) the Maker shall have paid in full all amounts due under this Note as of the date of such prepayment, including interest on the amount prepaid which has accrued to the date of prepayment. Prepayments shall be applied to the installments of principal of this Note in the inverse order of their maturity, and,

¹¹The Lender has the option to either delete this paragraph or to provide alternative language which, if acceptable to Eximbank, may be used.

¹²The bracketed text is only to be used for Political Risk Guarantee transactions.

in cases where more than one promissory note of the Maker is outstanding, pro rata to each such promissory note.¹³

Upon default in the prompt and full payment of any installment of principal hereof or the interest on this Note, the entire outstanding principal amount hereof and interest on the Note to the date of payment shall immediately become due and payable at the option and upon the demand of [Eximbank][the holder hereof].¹⁴

This Note shall be valid and enforceable as to its principal amount at any time only to the extent of the aggregate amounts then disbursed and outstanding, and, as to interest, only to the extent of the interest accrued thereon.

The Maker hereby waives demand, diligence, presentment, protest and notice of every kind, and warrants to the holder that all action and approvals required for the execution and delivery hereof as a legal, valid and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained. The failure of the holder hereof or of Eximbank to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance.

To the maximum extent permitted by law, the Maker agrees to pay on demand all costs and expenses of the Lender or Eximbank that are incurred in connection with the enforcement of this Note, including, but not limited to, reasonable attorneys' fees and expenses related thereto.

¹³ Alternative language provided by the Lender which is acceptable to Eximbank may be used in this paragraph.

¹⁴ If the Guarantee of the Note is a Comprehensive Guarantee, then provide that Eximbank has the sole right to accelerate. If the Guarantee of the Note is a Political Risk Guarantee, then provide that the holder of the Note has the sole right to accelerate.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,
THE LAW OF THE STATE OF NEW YORK, U.S.A.¹⁵

[BORROWER]

By _____
(Signature)¹⁶

Name _____
(Print)

Title _____
(Print)

Promissory Note No. _____

¹⁵If the Note is in a face amount of US\$250,000.00 or less, it may be governed by the laws of the District of Columbia if the Lender prefers.

¹⁶Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

[GUARANTEE]

FOR VALUE RECEIVED, the undersigned, as primary obligor, hereby unconditionally and irrevocably guarantees the full, prompt and complete payment when due (whether at scheduled maturity, by reason of acceleration or otherwise) of the principal of and interest on the foregoing promissory note, and hereby waives acceptance, diligence, presentment, demand, protest or notice of any kind whatsoever (including notice of default or non-payment), as well as any requirement that the holder exhaust any right or take any action against the maker of the foregoing promissory note, and hereby consents to any extension of time or renewal or other modification thereof. This is a continuing, absolute and unconditional guarantee of payment and not merely of collection[, for which the full faith and credit of _____ is pledged]¹⁷. To the maximum extent permitted by applicable law, the undersigned hereby waives all defenses of a surety or guarantor to which it might be entitled by statute or otherwise.

[GUARANTOR]

By _____
(Signature)¹⁸

Name _____
(Print)

Title _____
(Print)]

¹⁷Only use if the Guarantor is a sovereign entity.

¹⁸Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

Schedule 1

	<u>Disbursement Date</u> ¹⁹	<u>Amount of Principal Advanced</u>	<u>Signature of Authorized Officer of the Lender</u>
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
(8)			
(9)			
(10)			

¹⁹This column is to be completed when the Note is executed. Each Disbursement must be separately listed in this grid, including Disbursements made on the same day.

Schedule 2

<u>No.</u>	<u>Payment Date</u> ²⁰	<u>Amortization Percentage</u>	<u>Amount of Principal Repaid</u>	<u>Remaining Amount of Principal to be Repaid</u>	<u>Signature of Authorized Officer of the Lender</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

²⁰This and the following columns are to be completed when the Note is executed.

[This is a standard form of floating interest rate Serial Note for all Credits, issued by a Borrower located in all countries other than those specified in Section 7 of Annex D.]

[BORROWER]

PROMISSORY NOTE¹

Number ____ of ____ Notes

For U.S. DOLLARS \$[Amount in Numbers: This amount should only be the amount of one installment], plus interest.

MATURITY DATE [Date: This date should represent the due date of one installment only].

FOR VALUE RECEIVED, [name and address of the Borrower] (the “Maker”)² by this promissory note (this “Note”) hereby unconditionally promises to pay on the Maturity Date to the order of [Lender] (the “Lender”) at [name and address of a banking institution in United States that is authorized to accept deposits] the full principal sum of _____ United States Dollars [and _____ cents] (US\$ _____) and to pay interest on the principal hereof from time to time outstanding, as hereinafter provided, at the rate of _____ percent (____ %) per annum above LIBOR³ (as hereinafter defined); *provided that*, beginning on the [first]⁴ Eximbank Claim Payment Date (hereinafter defined)[to occur after a Full Assignment (as hereinafter defined)]⁵, the definition of Special LIBOR shall apply for all purposes, including, without limitation, the [sixth] paragraph hereof, in place of the definition of LIBOR.⁶

For purposes of this Note, (a) “LIBOR” shall mean, in relation to any Interest Period (as

¹Do not consolidate or otherwise move around the paragraphs in this Note. Specific provisions of this Note are identified in the Agreement by the paragraphs in which such provisions appear.

²For the avoidance of any doubt, the Borrower and the Maker referred to in this Note form are the same Person.

³If the relevant Eximbank Approval provides for the use of an alternative Reference Rate (*i.e.*, “Treasury”, “Prime”, etc.) in place of a rate based on the London Interbank Offered Rate then all references to LIBOR in this Note should instead refer to such alternative Reference Rate and the second paragraph of the Note should be modified to define the alternative interest rate basis term.

⁴The bracketed text is only to be used for Political Risk Guarantee transactions.

⁵The bracketed text is only to be used for Political Risk Guarantee transactions.

⁶All references to Special LIBOR remain even if the relevant Eximbank Approval provides for use of an alternative Reference Rate in place of LIBOR as defined in the Agreement.

hereinafter defined), the rate of interest per annum (rounded upward, if necessary, to the nearest one-sixteenth of one percent ($1/16$ of 1%)) quoted by the principal London office of the Lender or an affiliate of the Lender designated by the Lender at approximately 11:00 a.m. (London time) two Business Days (as hereinafter defined) prior to the first day of such Interest Period for the offering to leading banks in the London interbank market of United States Dollar deposits for a period and in an amount comparable to such Interest Period and the principal amount upon which interest is to be paid during such Interest Period;⁷ (b) “Special LIBOR” shall mean, with respect to any Interest Period, the rate of interest per annum specified as the Dollar LIBOR Interbank fixing rate in the Financial Times under the table entitled “Money Rates”, in effect on the day two Business Days prior to the first day of the relevant Interest Period for a term similar to the term of such Interest Period; *provided* that if no rate is specified for such day, the applicable rate shall be the rate specified for the immediately preceding day for which a rate is specified, and if more than one rate is specified, the applicable rate shall be the highest of all such rates; (c) “Interest Period” shall mean (i) the period commencing on _____ (the “Disbursement Date”) and extending up to, but not including, the next Payment Date (as hereinafter defined); *provided*, however, that if the Disbursement Date is within sixty (60) days of such Payment Date⁸, the Interest Period shall end on the next succeeding Payment Date; and (ii) thereafter the period commencing on each Payment Date and extending up to, but not including, the next Payment Date; [and] (d) [“Full Assignment” shall mean the date on which this Note is assigned to Eximbank (as hereinafter defined) and (e)]⁹ “Business Day” shall mean any day [on which dealings in Dollar deposits are carried on in the London interbank market and] on which commercial banks in London and New York City are open for domestic and foreign exchange business.¹⁰

This promissory note is one of a series of [total number of Notes in letters] promissory notes numbered 1 to [number of highest numbered Note in numbers] inclusive, in the aggregate principal amount of _____ United States Dollars [and _____ cents] (US\$ _____) and maturing semiannually in the order in which numbered from [first due date] to [last due date].

Interest on this Note is due and payable on _____ 15 and _____ 15 of each year (each, a “Payment Date”), beginning on _____ 15, 19___. Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the

⁷If the relevant Eximbank Approval provides for the use of an alternative Reference Rate based on the London Interbank Offered Rate but using a different definition of LIBOR, then this definition should be modified to reflect that definition.

⁸If the Lender and a Borrower agree on a longer or shorter billing cycle and this is agreed to by Eximbank and specified in the relevant Eximbank Approval, then such alternative billing cycle period should be specified here.

⁹The bracketed text (and the previously bracketed word “and”) is only to be used for Political Risk Guarantee transactions.

¹⁰The bracketed text is only to be used if the Reference Rate is a “LIBOR” based rate. The Lender is permitted to use an alternative definition of Business Day if it is accepted in writing by Eximbank.

last day) over a year of 360 days.¹¹

[In the event that any amount of the principal hereof or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to the Lender on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full at an interest rate per annum equal to (x) _____ percent (___%) per annum above the interest rate then applicable under first paragraph hereof until the end of the then current Interest Period, and (y) thereafter _____ percent (___%) per annum above the [the Lender to specify rate].]¹²

[Notwithstanding the fifth paragraph hereof,] beginning on the date (the “Eximbank Claim Payment Date”) on which the Export-Import Bank of the United States (“Eximbank”) shall have made a claim payment to the Lender under the Master Guarantee Agreement, dated as of _____, 19__ between the Lender and Eximbank (the “Master Guarantee Agreement”)[as supplemented by the Master Guarantee Agreement Supplement (Political Risk Guarantees), dated as of _____, 19__ between the Lender and Eximbank]¹³, in the event any amount of principal of or accrued interest on this Note owing to Eximbank is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to Eximbank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the interest rate otherwise then applicable under the first paragraph hereof.

All payments received hereunder shall be applied in the manner and order of priority determined by the Lender in its sole discretion.

Whenever any payment falls due on a day which is not a Business Day, the due date for payment shall be extended to the next following Business Day.

All payments to be made by the Maker under this Note shall be made in United States Dollars in immediately available and freely transferable funds no later than 11:00 A.M. (New York City time) on the date on which due, without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the Government of [the Borrower's Country], restrictions or conditions of whatever nature.

The Maker may from time to time prepay on any Payment Date all or part of the principal amount of this Note, *provided* that: (a) any partial prepayment shall be in a minimum principal amount of [the Lender to specify amount in US\$]; (b) the Maker shall have given the Lender and Eximbank at

¹¹If the relevant Eximbank Approval provides for a day count basis of actual/365 days or 30/360 days instead of actual/360 days (as permitted by Section 10.03 of the Agreement), modify this reference.

¹²The Lender has the option to either delete this paragraph or to provide alternative language which, if acceptable to Eximbank, may be used.

¹³The bracketed text is only to be used for Political Risk Guarantee transactions.

least ten (10) days' prior written notice of the prepayment (which notice shall be irrevocable); and (c) the Maker shall have paid in full all amounts due under this Note as of the date of such prepayment, including interest on the amount prepaid which has accrued to the date of prepayment. Prepayments shall be applied to the installments of principal of this Note in the inverse order of their maturity, and, in cases where more than one promissory note of the Maker is outstanding, pro rata to each such promissory note.¹⁴

Upon default in the prompt and full payment of any installment of principal hereof or the interest on this Note, the entire outstanding principal amount hereof and interest on the Note to the date of payment shall immediately become due and payable at the option and upon the demand of [Eximbank][the holder hereof].¹⁵

The Maker hereby waives demand, diligence, presentment, protest and notice of every kind, and warrants to the holder that all action and approvals required for the execution and delivery hereof as a legal, valid and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained. The failure of the holder hereof or of Eximbank to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance.

To the maximum extent permitted by law, the Maker agrees to pay on demand all costs and expenses of the Lender or Eximbank that are incurred in connection with the enforcement of this Note, including, but not limited to, reasonable attorneys' fees and expenses related thereto.

¹⁴ Alternative language provided by the Lender which is acceptable to Eximbank may be used in this paragraph.

¹⁵ If the Guarantee of the Note is a Comprehensive Guarantee, then provide that Eximbank has the sole right to accelerate. If the Guarantee of the Note is a Political Risk Guarantee, then provide that the holder of the Note has the sole right to accelerate.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,
THE LAW OF THE STATE OF NEW YORK, U.S.A.¹⁶

[BORROWER]

By _____
(Signature)¹⁷

Name _____
(Print)

Title _____
(Print)

City _____
(Print)

Date _____
(Print)

Promissory Note No. _____

¹⁶If the Note is in a face amount of US\$250,000.00 or less, it may be governed by the laws of the District of Columbia if the Lender prefers.

¹⁷Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

[GUARANTEE]

FOR VALUE RECEIVED, the undersigned, as primary obligor, hereby unconditionally and irrevocably guarantees the full, prompt and complete payment when due (whether at scheduled maturity, by reason of acceleration or otherwise) of the principal of and interest on the foregoing promissory note, and hereby waives acceptance, diligence, presentment, demand, protest or notice of any kind whatsoever (including notice of default or non-payment), as well as any requirement that the holder exhaust any right or take any action against the maker of the foregoing promissory note, and hereby consents to any extension of time or renewal or other modification thereof. This is a continuing, absolute and unconditional guarantee of payment and not merely of collection[, for which the full faith and credit of _____ is pledged]¹⁸. To the maximum extent permitted by applicable law, the undersigned hereby waives all defenses of a surety or guarantor to which it might be entitled by statute or otherwise.

[GUARANTOR]

By _____
(Signature)¹⁹

Name _____
(Print)

Title _____
(Print)]

¹⁸Only use if the Guarantor is a sovereign entity.

¹⁹Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

FORM OF FIXED RATE SINGLE DISBURSEMENT, GLOBAL AND
TRANCHE NOTES (GENERAL FORM - COMPREHENSIVE
LONG TERM CREDITS)

Annex D
Exhibit D-5

[This is a standard form of fixed interest rate Single Disbursement Note, Global Note and Tranche Note for Long Term Credits guaranteed by a Comprehensive Guarantee, issued by a Borrower located in all countries other than those specified in Section 7 of Annex D.]

[BORROWER]

PROMISSORY NOTE²⁰

US\$ _____, 19__

FOR VALUE RECEIVED, [name and address of the Borrower] ("Maker") by this promissory note ("Note") hereby unconditionally promises to pay to the order of [name of the Lender] ("Lender") at [name and address of a banking institution in the United States that is authorized to accept deposits] the principal sum of _____ United States Dollars [and _____ cents] (US\$ _____) in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, as hereinafter provided, at the rate of _____ percent (%) per annum.

The principal hereof shall be paid in _____ (_____) installments, the first of which shall be in the sum of _____ U.S. Dollars [and _____ cents] (US\$ _____) and shall be due and payable on _____ 15, 19___. The remaining installments shall each be in the sum of _____ U.S. Dollars (US\$ _____) and shall be due and payable semi-annually thereafter on _____ 15 and _____ 15 of each year (each, a "Payment Date"), provided that, on the last Payment Date, the Maker shall repay in full the principal amount hereof then outstanding.

Interest on this Note is due and payable on each Payment Date, beginning on _____ 15, 19___. Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.

In the event that any amount of the principal hereof or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to the Lender on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full at an interest

²⁰Do not consolidate or otherwise move around the paragraphs in this Note. Specific provisions of this Note are identified in the Eximbank Guarantee Agreement by the paragraphs in which such provisions appear.

rate per annum equal to [the Lender to specify rate].

Notwithstanding the fourth paragraph hereof, beginning on the date on which Eximbank shall have made a claim payment to the Lender under the Master Guarantee Agreement, in the event any amount of principal of or accrued interest on this Note owing to Eximbank is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to Eximbank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the interest rate then applicable under the first paragraph hereof.

This is one of the Notes referenced in Section 5.06 of the Credit Agreement dated as of [_____], 19__ (the "Credit Agreement") by and among the Maker, the Lender and the Export-Import Bank of the United States. This Note is entitled to the benefits of, and is governed in all respects by, the terms of the Credit Agreement, which Credit Agreement, among other things, contains provisions for the payment of principal and interest (including default interest) hereon without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the Government of [the Borrower's Country], restrictions and conditions of whatever nature, and for acceleration of the maturity hereof upon the happening of certain stated events. The principal amount hereof may be prepaid in accordance with the terms of the Credit Agreement. All payments received hereunder shall be applied in accordance with the order of priority set forth in Section 8.02 of the Credit Agreement.

The Maker hereby waives demand, diligence, presentment, protest and notice of every kind, and warrants to the holder that all action and approvals required for the execution and delivery hereof as a legal, valid and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,
THE LAW OF THE STATE OF NEW YORK, U.S.A.

[MAKER]

By: _____
(Signature)²¹

Name: _____
(Print)

Title: _____
(Print)

Promissory Note No. _____

²¹Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

[GUARANTEE]

FOR VALUE RECEIVED, the undersigned, as primary obligor, hereby unconditionally and irrevocably guarantees the full, prompt and complete payment when due (whether at scheduled maturity, by reason of acceleration or otherwise) of the principal of and the interest on the foregoing promissory note, and hereby waives acceptance, diligence, presentment, demand, protest or notice of any kind whatsoever (including notice of default or non-payment), as well as any requirements that the holder exhaust any right or take any action against the maker of the foregoing promissory note, and hereby consents to any extension of time or renewal or other modification thereof. This is a continuing, absolute and unconditional guarantee of payment and not merely of collection[, for which the full faith and credit of _____ is pledged]²². To the extent permitted by applicable law, the undersigned hereby waives all defenses of a surety or guarantor to which it may be entitled by statute or otherwise.

This Guarantee is issued pursuant to the terms of the Credit Agreement, and is subject to the terms and is entitled to the benefits thereof.

[GUARANTOR]

By _____
(Signature)

Name _____
(Print)

Title _____]

²²Only use if the Guarantor is a sovereign entity.

FORM OF FIXED RATE SINGLE DISBURSEMENT NOTE
(GENERAL FORM - POLITICAL RISK LONG TERM
CREDITS AND ALL MEDIUM TERM CREDITS)

Annex D
Exhibit D-6

[This is a standard form of fixed interest rate Single Disbursement Note for Long Term Credits guaranteed by a Political Risk Guarantee and all Medium Term Credits, issued by a Borrower located in all countries other than those specified in Section 7 of Annex D.]

[BORROWER]
PROMISSORY NOTE¹

US\$ _____, 19__

FOR VALUE RECEIVED, [name and address of the Borrower] (the "Maker")² by this promissory note (this "Note") hereby unconditionally promises to pay to the order of [Lender] (the "Lender") at [name and address of a banking institution in the United States that is authorized to accept deposits] the principal sum of _____ United States Dollars [and _____ cents] (US\$ _____) in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, as hereinafter provided, at the rate of _____ percent (____%) per annum.

The principal hereof shall be paid in _____ (____) installments, the first of which shall be in the sum of _____ U.S. Dollars [and _____ cents] (US\$ _____) and shall be due and payable on _____ 15, 19__. The remaining installments shall each be in the sum of _____ U.S. Dollars (US\$ _____) and shall be due and payable semi-annually thereafter on _____ 15 and _____ 15 of each year (each, a "Payment Date"), provided that, on the last Payment Date, the Maker shall repay in full the principal amount hereof then outstanding.

Interest on this Note is due and payable on each Payment Date, beginning on _____ 15, 19__. Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.³

[In the event that any amount of the principal hereof or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to

¹Do not consolidate or otherwise move around the paragraphs in this Note. Specific provisions of this Note are identified in the Guarantee Agreement by the paragraphs in which such provisions appear.

²For the avoidance of any doubt, the Borrower and the Maker referred to in this Note form are the same Person.

³If the relevant Eximbank Approval provides for a day count basis of actual/365 days or 30/360 days instead of actual/360 days (as permitted by Section 10.03 of the Agreement), modify this reference.

the Lender on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full at an interest rate per annum equal to [the Lender to specify rate].]⁴

[Notwithstanding the fourth paragraph hereof,] beginning on the date on which the Export-Import Bank of the United States ("Eximbank") shall have made a claim payment to the Lender under the Master Guarantee Agreement, dated as of _____, 19__, between the Lender and Eximbank (the "Master Guarantee Agreement") [as supplemented by the Master Guarantee Agreement Supplement (Political Risk Guarantees), dated as of _____, 19__, between the Lender and Eximbank]⁵, in the event any amount of principal of or accrued interest on this Note owing to Eximbank is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to Eximbank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the interest rate otherwise then applicable under the first paragraph hereof.

All payments received hereunder shall be applied in the manner and order of priority determined by the Lender in its sole discretion.

Whenever any payment falls due on a day which is not a Business Day, the due date for payment shall be extended to the next following Business Day. For purposes of this Note, "Business Day" shall mean any day on which commercial banks in New York City are open for domestic and foreign exchange business.⁶

All payments to be made by the Maker under this Note shall be made in United States Dollars in immediately available and freely transferable funds no later than 11:00 A.M. (New York City time) on the date on which due, without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the Government of [the Borrower's Country], restrictions and conditions of whatever nature.

The Maker may from time to time prepay on any Payment Date all or part of the principal amount of this Note, *provided* that: (a) any partial prepayment shall be in a minimum principal amount of [the Lender to specify amount in US\$]; (b) the Maker shall have given the Lender and Eximbank at least ten (10) days' prior written notice of the prepayment (which notice shall be irrevocable); and (c) the Maker shall have paid in full all amounts due under this Note as of the date of such prepayment,

⁴The Lender has the option to either delete this paragraph or to provide alternative language which, if acceptable to Eximbank, may be used.

⁵The bracketed text is only to be used for Political Risk Guarantee transactions.

⁶The Lender is permitted to use an alternative definition of Business Day if it is accepted in writing by Eximbank.

including interest which has accrued to the date of prepayment on the amount prepaid. Prepayments shall be applied to the installments of principal of this Note in the inverse order of their maturity, and, in cases where more than one promissory note of the Maker is outstanding, pro rata to each such promissory note.⁷

Upon default in the prompt and full payment of any installment of principal hereof or the interest on this Note, the entire outstanding principal amount hereof and interest on the Note to the date of payment shall immediately become due and payable at the option and upon the demand of [Eximbank][the holder hereof].⁸

The Maker hereby waives demand, diligence, presentment, protest and notice of every kind, and warrants to the holder that all action and approvals required for the execution and delivery hereof as a legal, valid and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained. The failure of the holder hereof or of Eximbank to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance.

To the maximum extent permitted by law, the Maker agrees to pay on demand all costs and expenses of the Lender hereunder that are incurred in connection with the enforcement of this Note, including, but not limited to, (a) reasonable attorneys' fees and (b) expenses related thereto.

⁷Alternative language provided by the Lender which is acceptable to Eximbank may be used in this paragraph. The Lender may also prohibit prepayment or provide for the application of a make-whole premium if prepayment occurs.

⁸If the Guarantee of the Note is a Comprehensive Risk Guarantee, then provide that Eximbank has the sole right to accelerate. If the Guarantee of the Note a Political Risk Guarantee, then provide that the holder of the Note has the sole right to accelerate.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,
THE LAW OF THE STATE OF NEW YORK, U.S.A.⁹

[BORROWER]

By: _____
(Signature)¹⁰

Name: _____
(Print)

Title: _____
(Print)

Promissory Note No. _____

⁹If the Note is in a face amount of US\$250,000.00 or less, it may be governed by the laws of the District of Columbia if the Lender prefers.

¹⁰Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

[GUARANTEE]

FOR VALUE RECEIVED, the undersigned, as primary obligor, hereby unconditionally and irrevocably guarantees the full, prompt and complete payment when due (whether at scheduled maturity, by reason of acceleration or otherwise) of the principal of and interest on the foregoing promissory note, and hereby waives acceptance, diligence, presentment, demand, protest or notice of any kind whatsoever (including notice of default or non-payment), as well as any requirement that the holder exhaust any right or take any action against the maker of the foregoing promissory note, and hereby consents to any extension of time or renewal or other modification thereof. This is a continuing, absolute and unconditional guarantee of payment and not merely of collection[, for which the full faith and credit of _____ is pledged]¹¹. To the maximum extent permitted by law, the undersigned hereby waives all defenses of a surety or guarantor to which it might be entitled by statute or otherwise.

[GUARANTOR]

By _____
(Signature)¹²

Name _____
(Print)

Title _____
(Print)]

¹¹Only use if the Guarantor is a sovereign entity.

¹²Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

FORM OF FIXED RATE GLOBAL AND TRANCHE NOTES
(GENERAL FORM - POLITICAL RISK LONG TERM
CREDITS AND ALL MEDIUM TERM CREDITS)

Annex D
Exhibit D-7

[This is a standard form of fixed interest rate Global Note and Tranche Note for Long Term Credits guaranteed by a Political Risk Guarantee and all Medium Term Credits, issued by a Borrower located in all countries other than those specified in Section 7 of Annex D.]

[BORROWER]
PROMISSORY NOTE¹

US\$ _____, 19__

FOR VALUE RECEIVED, [name and address of the Borrower] (the "Maker") by this promissory note (this "Note") hereby unconditionally promises to pay to the order of [Lender] (the "Lender") at [name and address of a banking institution in the United States that is authorized to accept deposits] the principal sum of _____ United States Dollars [and _____ cents] (US\$ _____) or such lesser amount as shall be advanced by the Lender to the Maker and evidenced hereby as set forth on the grid attached hereto as Schedule 1, in installments as hereinafter provided and to pay interest on the principal balance hereof from time to time outstanding, as hereinafter provided, at the rate of _____ percent (___%) per annum.

The principal hereof shall be due and payable semi-annually on _____ 15 and _____ 15 of each year (each, a "Payment Date"), beginning on the first such Payment Date set forth in Schedule 2 hereto. Each payment of principal shall be in the percentage amounts set forth in such Schedule 2 hereto as hereinafter provided. Interest on the amount of said principal amount remaining unpaid from time to time is due and payable on each Payment Date of each year, beginning on _____ 15, 19__ and thereafter so long as any principal hereof remains outstanding. Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.²

[In the event that any amount of the principal hereof or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to the Lender on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full at an

¹Do not consolidate or otherwise move around the paragraphs in this Note. Specific provisions of this Note are identified in the Guarantee Agreement by the paragraphs in which such provisions appear.

²If the relevant Eximbank Approval provides for a day count basis of actual/365 days or 30/360 days instead of actual/360 days (as permitted by Section 10.03 of the Agreement), modify this reference.

interest rate per annum equal to [the Lender to specify rate].]³

[Notwithstanding the third paragraph hereof,] beginning on the date on which the Export-Import Bank of the United States ("Eximbank") shall have made a claim payment to the Lender under the Master Guarantee Agreement, dated as of _____, 19__, between the Lender and Eximbank (the "Master Guarantee Agreement") [as supplemented by the Master Guarantee Agreement Supplement (Political Risk Guarantees), dated as of _____, 19__, between the Lender and Eximbank]⁴, in the event any amount of principal of or accrued interest on this Note owing to Eximbank is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to Eximbank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the interest rate otherwise then applicable under the first paragraph hereof.

All payments received hereunder shall be applied in the manner and order of priority determined by the Lender in its sole discretion.

Whenever any payment falls due on a day which is not a Business Day, the due date for payment shall be extended to the next following Business Day. For purposes of this Note, "Business Day" shall mean any day on which commercial banks in New York City are open for domestic and foreign exchange business.⁵

All payments to be made by the Maker under this Note shall be made in United States Dollars in immediately available and freely transferable funds no later than 11:00 A.M. (New York City time) on the date on which due, without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the Government of [the Borrower's Country], restrictions or conditions of whatever nature.

The Maker may from time to time prepay on any Payment Date all or part of the principal amount of this Note, *provided* that: (a) any partial prepayment shall be in a minimum principal amount of [the Lender to specify amount in US\$]; (b) the Maker shall have given the Lender and Eximbank at least ten (10) days' prior written notice of the prepayment (which notice shall be irrevocable); and (c) the Maker shall have paid in full all amounts due under this Note as of the date of such prepayment, including interest on the amount prepaid which has accrued to the date of prepayment. Prepayments shall be applied to the installments of principal of this Note in the inverse order of their maturity, and,

³The Lender has the option to either delete this paragraph or to provide alternative language which, if acceptable to Eximbank, may be used.

⁴The bracketed text is only to be used for Political Risk Guarantee transactions.

⁵The Lender is permitted to use an alternative definition of Business Day if it is accepted in writing by Eximbank.

in cases where more than one promissory note of the Maker is outstanding, pro rata to each such promissory note.⁶

Upon default in the prompt and full payment of any installment of principal hereof or the interest on this Note, the entire outstanding principal amount hereof and interest on the Note to the date of payment shall immediately become due and payable at the option and upon the demand of [Eximbank][the holder hereof].⁷

This Note shall be valid and enforceable as to its principal amount at any time only to the extent of the aggregate amounts then disbursed and outstanding, and, as to interest, only to the extent of the interest accrued thereon.

The Maker hereby waives demand, diligence, presentment, protest and notice of every kind, and warrants to the holder that all action and approvals required for the execution and delivery hereof as a legal, valid and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained. The failure of the holder hereof or of Eximbank to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance.

To the maximum extent permitted by law, the Maker agrees to pay on demand all costs and expenses of the Lender or Eximbank that are incurred in connection with the enforcement of this Note, including, but not limited to, (a) reasonable attorneys' fees and (b) expenses related thereto.

⁶Alternative language provided by the Lender which is acceptable to Eximbank may be used in this paragraph. The Lender may also prohibit prepayment or provide for the application of a make-whole premium if prepayment occurs.

⁷If the Guarantee of the Note is a Comprehensive Guarantee, then provide that Eximbank has the sole right to accelerate. If the Guarantee of the Note is a Political Risk Guarantee, then provide that the holder of the Note has the sole right to accelerate.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,
THE LAW OF THE STATE OF NEW YORK, U.S.A. ⁸

[BORROWER]

By: _____
(Signature)⁹

Name: _____
(Print)

Title: _____
(Print)

Promissory Note No. _____

⁸If the Note is in a face amount of US\$250,000.00 or less, it may be governed by the laws of the District of Columbia if the Lender prefers.

⁹Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

[GUARANTEE]

FOR VALUE RECEIVED, the undersigned, as primary obligor, hereby unconditionally and irrevocably guarantees the full, prompt and complete payment when due (whether at scheduled maturity, by reason of acceleration or otherwise) of the principal of and interest on the foregoing promissory note, and hereby waives acceptance, diligence, presentment, demand, protest or notice of any kind whatsoever (including notice of default or non-payment), as well as any requirement that the holder exhaust any right or take any action against the maker of the foregoing promissory note, and hereby consents to any extension of time or renewal or other modification thereof. This is a continuing, absolute and unconditional guarantee of payment and not merely of collection[, for which the full faith and credit of _____ is pledged]¹⁰. To the maximum extent permitted by applicable law, the undersigned hereby waives all defenses of a surety or guarantor to which it might be entitled by statute or otherwise.

[GUARANTOR]

By _____
(Signature)¹¹

Name _____
(Print)

Title _____
(Print)]

¹⁰Only use if the Guarantor is a sovereign entity.

¹¹Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

	<u>Disbursement Date</u> ¹²	<u>Amount of Principal Advanced</u>	<u>Signature of Authorized Officer of the Lender</u>
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
(8)			
(9)			
(10)			

¹²Each Disbursement must be separately listed in this grid, including Disbursements made on the same day.

Schedule 2

<u>No.</u>	<u>Payment Date</u> ¹³	<u>Amortization Percentage</u>	<u>Amount of Principal Repaid</u>	<u>Remaining Amount of Principal to be Repaid</u>	<u>Signature of Authorized Officer of the Lender</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

¹³This and the following columns are to be completed when the Note is executed.

[This is a standard form of fixed interest rate Serial Note for all Credits, issued by a Borrower located in all countries other than those specified in Section 7 of Annex D.]

[BORROWER]

PROMISSORY NOTE¹

Number ____ of ____ Notes

For U.S. DOLLARS \$[Amount in Numbers: This amount should only be the amount of one installment], plus interest.

MATURITY DATE [Date: This date should represent the due date of one installment only].

FOR VALUE RECEIVED, [name and address of the Borrower] (the “Maker”)² by this promissory note (this “Note”) hereby unconditionally promises to pay on the Maturity Date to the order of [Lender] (the “Lender”) at [name and address of a banking institution in United States that is authorized to accept deposits] the full principal sum of _____ United States Dollars [and _____ cents] (US\$ _____) and to pay interest on the principal hereof from time to time outstanding, as hereinafter provided, at the rate of _____ percent (____ %) per annum.

This promissory note is one of a series of [total number of Notes in letters] promissory notes numbered 1 to [number of highest numbered Note in numbers] inclusive, in the aggregate principal amount of _____ United States Dollars [and _____ cents] (US\$ _____) and maturing semiannually in the order in which numbered from [first due date] to [last due date].

Interest on this Note is due and payable on _____ 15 and _____ 15 of each year (each, a “Payment Date”), beginning on _____ 15, 19___. Interest will be calculated on the basis of the actual number of days elapsed (including the first day, but excluding the last day) over a year of 360 days.³

[In the event that any amount of the principal hereof or accrued interest on this Note is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to the Lender on demand interest on such unpaid amount (to the extent permitted by applicable law) for

¹Do not consolidate or otherwise move around the paragraphs in this Note. Specific provisions of this Note are identified in the Agreement by the paragraphs in which such provisions appear.

²For the avoidance of any doubt, the Borrower and the Maker referred to in this Note form are the same Person.

³If the relevant Eximbank Approval provides for a day count basis of actual/365 days or 30/360 days instead of actual/360 days (as permitted by Section 10.03 of the Agreement), modify this reference.

the period from the date such amount was due until such amount shall have been paid in full at an interest rate per annum equal to [the Lender to specify rate].]⁴

[Notwithstanding the fourth paragraph hereof,] beginning on the date on which the Export-Import Bank of the United States ("Eximbank") shall have made a claim payment to the Lender under the Master Guarantee Agreement, dated as of _____, 19__ between the Lender and Eximbank (the "Master Guarantee Agreement") [as supplemented by the Master Guarantee Agreement Supplement (Political Risk Guarantees), dated as of _____, 19__ between the Lender and Eximbank]⁵, in the event any amount of principal of or accrued interest on this Note owing to Eximbank is not paid in full when due (whether at stated maturity, by acceleration or otherwise), the Maker shall pay to Eximbank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due until such amount shall have been paid in full, at an interest rate per annum equal to one percent (1%) per annum above the interest rate otherwise then applicable under the first paragraph hereof.

All payments received hereunder shall be applied in the manner and order of priority determined by the Lender in its sole discretion.

Whenever any payment falls due on a day which is not a Business Day, the due date for payment shall be extended to the next following Business Day. For purposes of this Note, "Business Day" shall mean any day [on which dealings in Dollar deposits are carried on in the London interbank market and] on which commercial banks in London and New York City are open for domestic and foreign exchange business.

All payments to be made by the Maker under this Note shall be made in United States Dollars in immediately available and freely transferable funds no later than 11:00 A.M. (New York City time) on the date on which due, without set-off, counterclaim, deduction, withholding on account of taxes levied or imposed under the laws of the Government of [the Borrower's Country], restrictions or conditions of whatever nature.

[The Maker may from time to time prepay on any Payment Date all or part of the principal amount of this Note, *provided* that: (a) any partial prepayment shall be in a minimum principal amount of [the Lender to specify amount in US\$]; (b) the Maker shall have given the Lender and Eximbank at least ten (10) days' prior written notice of the prepayment (which notice shall be irrevocable); and (c) the Maker shall have paid in full all amounts due under this Note as of the date of such prepayment, including interest on the amount prepaid which has accrued to the date of prepayment. Prepayments shall be applied to the installments of principal of this Note in the inverse order of their maturity, and, in cases where more than one promissory note of the Maker is outstanding, pro rata to each such

⁴The Lender has the option to either delete this paragraph or to provide alternative language which, if acceptable to Eximbank, may be used.

⁵The bracketed text is only to be used for Political Risk Guarantee transactions.

promissory note.]]⁶

Upon default in the prompt and full payment of any installment of principal hereof or the interest on this Note, the entire outstanding principal amount hereof and interest on the Note to the date of payment shall immediately become due and payable at the option and upon the demand of [Eximbank][the holder hereof].⁷

The Maker hereby waives demand, diligence, presentment, protest and notice of every kind, and warrants to the holder that all action and approvals required for the execution and delivery hereof as a legal, valid and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained. The failure of the holder hereof or of Eximbank to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance.

To the maximum extent permitted by law, the Maker agrees to pay on demand all costs and expenses of the Lender and Eximbank that are incurred in connection with the enforcement of this Note, including, but not limited to, reasonable attorneys' fees and expenses related thereto.

⁶Alternative language provided by the Lender which is acceptable to Eximbank may be used in this paragraph. The Lender may also prohibit prepayment or provide for the application of a make-whole premium if prepayment occurs.

⁷If the Guarantee of the Note is a Comprehensive Guarantee, then provide that Eximbank has the sole right to accelerate. If the Guarantee of the Note is a Political Risk Guarantee, then provide that the holder of the Note has the sole right to accelerate.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,
THE LAW OF THE STATE OF NEW YORK, U.S.A.⁸

[BORROWER]

By _____
(Signature)⁹

Name _____
(Print)

Title _____
(Print)

City _____
(Print)

Date _____
(Print)

Promissory Note No. _____

⁸If the Note is in a face amount of US\$250,000.00 or less, it may be governed by the laws of the District of Columbia if the Lender prefers.

⁹Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.

[GUARANTEE]

FOR VALUE RECEIVED, the undersigned, as primary obligors, hereby unconditionally and irrevocably guarantees the full, prompt and complete payment when due (whether at scheduled maturity, by reason of acceleration or otherwise) of the principal of and interest on the foregoing promissory note, and hereby waives acceptance, diligence, presentment, demand, protest or notice of any kind whatsoever (including notice of default or non-payment), as well as any requirement that the holder exhaust any right or take any action against the maker of the foregoing promissory note, and hereby consents to any extension of time or renewal or other modification thereof. This is a continuing, absolute and unconditional guarantee of payment and not merely of collection[, for which the full faith and credit of _____ is pledged]¹⁰. To the maximum extent permitted by applicable law, the undersigned hereby waives all defenses of a surety or guarantor to which it might be entitled by statute or otherwise.

[GUARANTOR]

By _____
(Signature)¹¹

Name _____
(Print)

Title _____
(Print)]

¹⁰Only use if the Guarantor is a sovereign entity.

¹¹Personal makers should sign in their personal capacities only. Corporate makers should sign only in their corporate capacities with proper reference to their corporate titles.